

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**MILK & DAIRY
FOR LINCOLN AREA AGENCY ON AGING**

**HILAND DAIRY FOODS COMPANY
2901 CUMING STREET
OMAHA, NE 68131**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Hiland Dairy Foods Company, 2901 Cuming Street, Omaha, NE 68131** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the Owner.

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the University of Nebraska - Lincoln's contract resulting from (University of Nebraska - Lincoln) Request for Proposal No. 2195-13-5010 for Milk and Dairy Products which was prepared in accordance with the University's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, material and equipment necessary to provide and deliver milk and dairy products related to/for the Lincoln Area Agency on Aging, located at 1005 "O" Street, Lincoln, NE, in compliance with the prices as established via the University of Nebraska - Lincoln RFP No. 2195-13-5010 Milk & Dairy Products; and,

WHEREAS, the Contractor, in response to the City of Lincoln request to participate in said agreement, has submitted to the Owner, an offer approving our participation under the same pricing structure, terms and conditions as the University of Nebraska with only those exceptions stated herein; and,

WHEREAS, the University of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the University of Nebraska - Lincoln contract agreement Proposal No. 2195-13-5010, dated 08/13/2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide and deliver milk and related dairy items to/for the City of Lincoln Area Agency on Aging.
2. **TERM OF THE AGREEMENT:** The initial term of this contract is for a period of **two (2) years beginning August 13, 2013 through August 12, 2015.**
 - 2.1 Upon conclusion of the initial two (2) year period, the contract may be renewed on a yearly basis with mutual agreement by both parties for three (3) additional one (1) year terms not to exceed the term of the current University of Nebraska - Lincoln contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. **PRICING:** Pricing of items will be based on a cost plus markup as per the pricing/markup schedule provided in the contract submitted by Hiland Dairy Foods Company to the University of Nebraska-Lincoln, dated **July 25, 2013**, University of Nebraska - Lincoln RFP No. 2195-13-5010, copies thereof being attached and made a part of this Contract.
 - 3.1 Terms of payment shall be net thirty (30) days for all merchandise meeting Owners' Specifications and approval. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to University of Nebraska - Lincoln shall be made available to the Owners.
4. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the City, their agents, officers and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses and expenses arising out of or resulting from the performance of this Contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. **TERMINATION:** This Contract may be terminated by the following:
- 7.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 7.2 Termination for Cause. The City of Lincoln may terminate the Contract for cause if the Contractor:
 - 7.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Milk and Dairy Items.
 - 7.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 7.2.3 Otherwise commits a substantial breach of any provision of the Contract Document. In the event of a substantial breach or default the City of Lincoln will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. The Contractor will be able to furnish special order items or "kindred" (dairy related items) on an as-needed basis, using similar price structure to the contract items, to the Lincoln Area Agency on Aging.
9. **DELIVERIES:** Deliveries will be made a minimum of two to three (2-3) times per week to the 1005 "O" Street location, in a mutually agreeable fashion, and not to supersede the delivery schedule set forth in the RFP No. 2195-13-5010 . Vendor shall meet with kitchen managers at the location to determine the set delivery time for each delivery day. Failure to meet delivery times will be addressed as listed in the University of Nebraska - Lincoln contract. Unless previously arranged with kitchen manager, there will be no "dark drops" at locations. "Dark drops" are defined as a delivery process which allows the Contractor to make deliveries outside of routine delivery hours.
11. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the contract between Hiland Dairy Foods Company and the University of Nebraska-Lincoln, RFP No. 2195-13-5010, dated August 13, 2013.
12. **INSURANCE:** The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for City Contracts" attached hereto and incorporated by this reference. **The City of Lincoln shall be listed as additional insured with regard to the performance of the contract services.**
13. **CITY AUDIT:** The following is required by Ordinance No. 4.66.100(b): The Contractor of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Contract Agreement
2. Federal Documents
3. Insurance
4. Contract Agreement between Hiland Dairy Foods Company and University of Nebraska, Lincoln, signed and dated 08/15/2013
5. University of Nebraska - Lincoln Request for Proposal No. 2195-13-5010 Supplier Response

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Aging Director

Approved by Directorial No. _____

dated _____

EXECUTION BY CONTRACTOR

Date: _____

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Roberts Dairy LLC
Name of Organization

LLC
Type of Organization

2901 Cummins Street Omaha, NE 68131
(Address)

By: [Signature]
Member

By: [Signature]
Member

EXECUTION BY CONTRACTOR

Date: _____

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Roberts Dairy LLC
Name of Organization

LLC
Type of Organization

2901 Cumming Street Omaha, NE 68131
(Address)

By: [Signature]
Member

By: [Signature]
Member

UNIVERSITY OF NEBRASKA SHORT FORM AGREEMENT

THIS AGREEMENT, is made effective on the 15th day of August, 2013, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of the State of Nebraska, for and on behalf of the University of Nebraska-Lincoln ("the University"), and Hiland Dairy Foods Company whose address is 2901 Cuming Street, Omaha, NE 68131 ("the Contractor").

In some instances, other University of Nebraska campuses or state agencies may wish to explore the possibility of sharing in the benefits of this bid and its resultant contract.

The Contractor and the University agree to the following terms and conditions:

SECTION 1. THE WORK.

The Contractor shall furnish all the materials, labor, tools and transportation and perform all the work necessary to:

Supply milk and related items various locations on campus as outline in the RFP and response.

(hereinafter called "the Work") as provided in the Contract Documents which shall mean and consist of this Agreement and the following documents, which are incorporated by reference into and made part of this Agreement: University of Nebraska-Lincoln RFP Bid # 2195-13-5010 and HILAND DIARY FOODS COMPANY response dated 07/25/2013.

Term: Term of the Contract shall be for a period of two (2) years from the date of signature, with the option to renew for three (3) additional one (1) year periods by the University giving the Contractor written notice, no less than ninety (90) days prior to the end of the term, of the decision to renew.

SECTION 2. THE CONTRACT SUM.

Products included in this contract have a total estimated annual purchase value of approximately \$333,000.00 annually. This estimated purchase is presented as a non-binding approximation and is neither intended as a minimum or a maximum. The University reserves the right to bid certain items due to volume or specialty pricing available as the result of market conditions. This is not an exclusive contract where all products are to be purchased from one sole supplier, however, our intent is to purchase the majority of all products from one primary vendor, when possible.

SECTION 3. PAYMENT SCHEDULE.

Net 11 Days from receipt of invoice. 2% discount within 10 days.

SECTION 4. TIME OF COMPLETION.

The Contractor agrees to deliver the first order by August 15, 2013.

SECTION 5. INSURANCE.

The Contractor shall provide certificates of insurance as set forth in the Contract Documents. Any subcontractors on campus property must provide the University with a Certificate of Insurance as required.

SECTION 6. INSPECTION.

The University may perform periodic or continuous inspection of the Contractor's performance of the Work. Such inspection by the University shall not relieve the Contractor of its duty and obligation to supervise and perform the Work as required by the Contract Documents.

SECTION 7. NONDISCRIMINATION AND WORKPLACE CONDUCT.

The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Work, with respect to hire, tenure, terms, conditions, or privileges of employment because of such person's race, color, religion, sex, disability or national origin. The Contractor further agrees that its employees and representatives and the employees and representatives of its subcontractors shall comply with all rules and regulations of the University pertaining to workplace conduct, and that any such employee or representative in violation of the University's rules and regulations pertaining to workplace conduct shall be removed from the site of the Work and from property of the University.

SECTION 8. BINDING EFFECT AND ASSIGNMENT.

The Contract Documents shall be binding upon the University and the Contractor, and their respective subcontractors, successors, and assigns. Neither the University nor the Contractor may assign this Agreement without the duly authorized written consent of the other.

SECTION 9. GOVERNING LAW AND DISPUTE RESOLUTION.

The Contract Documents shall be construed, interpreted, and enforced in accordance with the laws of the State of Nebraska. Any dispute arising under the Contract Documents which is not settled by agreement of the parties shall be resolved in accordance with Nebraska law in a court of competent jurisdiction located in Lancaster County, Nebraska. Pending settlement or final decision in any judicial proceedings relating to dispute arising under the Contract Documents, the Contractor shall proceed diligently with the performance of the Work in accordance with the decision of the University.

SECTION 10. TERMINATION.

(a) The University may terminate this Agreement for cause at any time if the Contractor is in material breach of the Contract Documents or fails to make substantial progress toward performance of the Work. In the event of such a breach or failure to make substantial progress, the University shall provide the Contractor with no less than ten (10) days advance written notice that it intends to terminate this Agreement unless the breach or failure to make substantial progress is cured by the Contractor. If after such written notice, the Contractor fails to cure the breach or failure to make substantial progress, the University may terminate this Agreement and pursue all legal remedies available to it.

(b) The University may also terminate this Agreement without cause by giving written notice to the Contractor of its intention to terminate the Agreement. Upon receipt of such notice, the Contractor shall immediately stop performance of the Work. The University shall be obligated to pay Contractor for all portions of the Work completed as of the date of the Contractor's receipt of such written notice.

SECTION 11. LB403 COMPLIANCE.

The successful bidder, on behalf of itself and any subcontractor to the Contract agrees that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

SECTION 12. DEBARMENT.

The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any governmental department or agency. If the contractor cannot certify this statement, submit a written explanation for review by the University.

SECTION 13. ENTIRE AGREEMENT AND AMENDMENT.

The Contract Documents comprise the entire agreement of the parties as to the subject matter set forth therein. The Contract Documents may not be amended or modified except in a writing that is signed by properly authorized representatives of both of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first stated above.

Hiland Dairy Foods Company

By: Brian Brown
Title: Division Manager
Date: 8/13/13

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: [Signature]
Procurement Services
Date: 8/13/13

ASSIST. DIRECTOR

University of Nebraska-Lincoln (Procurement Services) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Sara Luther Sourcing Specialist	Address	1700 Y Street	Address
Email	sara.luther@unl.edu		Lincoln, NE 68588-0645	
Phone	(402) 472-2218	Contact		Contact
Fax	(402) 472-2246		Procurement Services	
		Department		Department
Bid Number	2195-13-5010 Addendum 1	Building		Building
Title	Milk & Dairy --PRIME			
	VENDOR Contract	Floor/Room		Floor/Room
Bid Type	RFP - Request for Proposal	Telephone	1 (402) 472-2126	Telephone
Issue Date	07/11/2013	Fax	1 (402) 472-2246	Fax
Close Date	7/25/2013 5:00:00 PM CT	Email	ebid@unl.edu	Email
Need by Date				

Supplier Information

Company Hiland Dairy Foods Company
 Address 2901 Cuming Street

 Omaha, NE 68131
 Contact Gregory Smith
 Department
 Building
 Floor/Room
 Telephone 1 (402) 3444321 572
 Fax 1 (402) 9700147
 Email gsmith@hilanddairy.com
 Submitted 7/25/2013 12:44:27 PM CT
 Total \$277,327.1478

Signature _____

Supplier Notes

Bid Notes

In order to participate in this bid you must submit your responses electronically through this eBid system. No paper bids will be accepted.

The University is seeking proposals for a Prime Vendor contract for milk and other various dairy products.

Bid Activities

Date	Name	Description
7/15/2013 5:00:00 PM	Bidder Questions Deadline	In order to be given consideration, any questions or requests for bid interpretation must be received by UNL's Procurement Office no later than this date/time. Questions must be submitted to ebid@unl.edu.

7/17/2013 2:00:00 PM

UNL Response to Bidder
Questions

UNL will respond to any questions or clarifications submitted to the Procurement Services Office in writing by the deadline date. Those responses will be posted on this bid via an addendum.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bidder Requirements	<p>I acknowledge reading and understanding the UNL Bidder Requirements attachment.</p> <p><p></p> <p>All bids must be received by the system prior to the bid deadline. It is the responsibility of the bidder to allow adequate time for reviewing and submitting their proposal prior to the deadline to ensure all required responses have been completed. Incomplete bids will be rejected by the system.</p> <p></p></p>	Bidder Requirements Attachment
2	Bid Terms and Conditions	<p>I acknowledge reading and understanding the Bid Terms and Conditions attachment.</p>	Bid Terms and Conditions Attachment
3	Scope of Work	<p>I have carefully examined the Scope of Work attachment and I fully understands the type and quality of the product(s) and/or service(s) sought by UNL and hereby propose to supply such at the prices stated and in accordance with this bid.</p>	Scope of Work Attachment
4	Bid Responses	<p>Unless a response specifically requests an attachment I shall make every effort to provide answers in the spaces available within each bid tabs. Furthermore I understand that by not doing so this may disqualify my proposal as submitted.</p>	Bid Responses

5 Company Profile

Describe your company (a brief history may be appropriate), its size and locations, and number of employees.

Our proud history began in 1906 near Lincoln Nebraska

For 10+ years – Hiland-Roberts Dairy has been named #1 Fresh Milk, Cottage Cheese, Sour Cream and Chip Dip in the Omaha World Herald's Consumer Preference Study.

Strong Brand Preference – when asked if they purchase Hiland-Roberts Dairy products, 87% of respondents answered yes*

Latest IRI Data shows Hiland-Roberts Dairy Skim, Whole and Flavored Milks as #1 brand and 2nd overall to private label and #1 overall in Flavored Milk, Eggnog and Buttermilk.

Branch Locations:
Hiland-Roberts Omaha, 2901 Cuming St.
Hiland-Roberts Lincoln, 5220 NW 38th Street
Hiland-Roberts Grand Island, 401 N. Shady Bend Rd
Hiland-Roberts Norfolk, 700 E. Omaha Avenue
Hiland-Roberts West Point, 624 S. Railroad
Hiland-Roberts North Platte, 1221 Industrial Ave
Hiland-Roberts Scottsbluff, 110019 County Road 25
Hiland-Roberts Lincoln, 5220 NW 38th Street

Omaha Division of Hiland-Roberts Dairy employs 325

6 Qualified to do business in Nebraska

Please confirm that your company is qualified to do business in Nebraska.

Qualified to do Business in Nebraska

7 Audited Financial Statements

The bidder shall, upon request, provide UNL with audited financial statements and that of any parent or holding company for the three most recent fiscal years. Demonstrated financial ability and stability to ensure performance under any contract awarded is of extreme importance to the evaluation process. Without stating specific reasons, the University may reject or refuse to further evaluate any proposal based on the exercise of its judgment in its sole discretion that the financial position presented in a proposal lacks the qualities that UNL deems necessary to the success of the project. Entities unable to meet the requirements set forth in this paragraph may provide other information or guaranties, which in the discretion of UNL, meet its concerns regarding financial stability. Can you provide, if requested, three years of audited financial statements as described above?

Yes

8	Litigation or Claims	Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this bid.	None
9	Company Sale or Acquisition	Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.	Not applicable
10	Reference #1	Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, and address) with whom you have or have had a comparable business relationship. Other university clients would be most valuable.	University of Nebraska at Lincoln Coordinator of Food Service Operations, University Housing Lincoln, NE 68588 402-472-8178 Ellen Hardy 12+ years
11	Reference #2	Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, and address) with whom you have or have had a comparable business relationship. Other university clients would be most valuable.	Omaha Public Schools 3215 Cumming Street, Omaha, NE 68131 402-557-2230 Tammy Yarmon 18+ years
12	Reference #3	Provide a client reference (including length and nature of service relationship, name of the contact person, title, phone number, and address) with whom you have or have had a comparable business relationship. Other university clients would be most valuable.	Bellevue Public Schools 2820 Arboretum, Bellevue, NE 68005 402-293-5030 Mary Hansen
13	Warranty	I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply.	Warranty
14	University System Participation	I acknowledge that in some instances, other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of this bid and its resultant contract.	Univ System Participation
15	Non-Collusive Bid	I acknowledge that any bid responses submitted are not the result of collusion with other eligible bidders, with any employee of the State or University, and no effort has been made to preclude UNL from obtaining the most advantageous response possible to this bid.	Noncollusive Bid
16	University Employee	I affirm that if I am an employee of the University of Nebraska, I have notified the buyer of my status as such and that this contract must be completed in accordance with Board of Regents Policy 6.2.1.12, Purchases Involving University Personnel.	University Employee

17	Deviations/Exceptions/Bid Compliance	If you do not comply or partially comply with any terms, conditions, specifications, processes, etc. of this bid, we ask that you indicate those sections and your counter term, condition, explanation here. Failure to provide such information here indicates that you are in complete compliance with those terms, conditions, specifications as stated in this bid. Attachments can be included in your bid response, but you must indicate here that an attachment is provided. Please include any deviations/exceptions/bid compliance counter terms.	Not applicable
18	Attachments	Any response attachments must be 25MB or smaller in size per file. Please indicate whether or not you will be supplying attachments with your bid response.	YES
19	Pricing	Pricing must include all transportation charges to bidder(s), less any volume purchase incentives, rebates, off invoice allowances, or any other promotional allowances.	Pricing
20	Fuel Surcharges	The University will not accept or be liable for any fuel surcharges.	Fuel Surcharges
21	Additional Product Pricing- (Markup or Discount)	The University has provided a market basket of current product usage. As menus change, the University may choose to purchase items not listed in the market basket. Provide a fixed markup or discount percentage for items not listed in the market basket. The markup/discount shall be fixed for the initial term of the contract and all renewals.	Markup from Vendor Cost
22	Additional Product Pricing- Percentage	Provide the number value of the markup or discount indicated above.	20
23	ACH Payments	Does your company have electronic ACH payment receipt capabilities?	Yes
24	cXML Invoicing	Does your company have electronic cXML (commerce eXtensible Markup Language) invoicing capabilities?	No
25	Price Audits	The University reserves the right to conduct periodic price audits.	Price Audits
26	Ordering Process	Explain your ordering process and order schedule. Be sure to include cut off times for orders, cancellation, or additions.	Orders are usually faxed in Mon for Wed, Wed for Fri & Fri for Mon by 8:00 am. If there are any problems or additional product is needed call ASAP & we will make arrangements. Also, as we are made aware of shortages or if an expected order is not received, we will call & let someone know.
27	Ordering Lead Time	What is the standard turn around time for the products you provide? This would be time (days or hours) it takes for delivery to arrive at our facilities after completing an order within your ordering system. If some of your products require additional lead time, please note this within the line item detail.	48 hrs. In most instances we receive the product here in the morning following the order. Example: Mondays order arrives Tuesday for the driver to deliver on Wednesday. Ice cream is the exception because it is ordered once a week on Tuesday before noon. That will be available Thursday or Friday of that week.
28	Ordering Capabilities	Do you offer web-based ordering?	No
29	Other Ordering Options	If web-based ordering is not available, how are orders placed?	Phone or Fax

30	Emergency Orders	Explain your procedure for emergency orders.	In case of any emergency just call the office here in Lincoln & we will get the product as soon as possible.
31	Lincoln Location	Do you have a depot in Lincoln where orders can be picked up by UNL if necessary?	Yes
32	Lincoln Address	If you have a depot in Lincoln, what is the pick-up address for the will call orders?	5220 NW 38th St.
33	Delivery Drivers	The awarded bidder(s) are responsible for verifying all drivers are bonded and documentation will be provided to the University upon request.	Delivery Drivers
34	Delivery Service	Do you contract out your delivery service?	No
35	Contracted Delivery Service	If yes, please list the name of the delivery company you contract with.	Not Applicable
36	Saturday Delivery	Do you deliver on Saturdays?	Deliver Saturdays
37	Dark Drop Deliveries	Does your company provide delivery service during the hours of 1:00am and 6:00am on weekdays?	Yes
38	Inspections	Are you inspected by a 3rd party firm?	Yes
39	3rd Party Inspector	If you are inspected by a 3rd party firm, please provide the company's name.	Randolph
40	HACCP	Do you have a HACCP plan for your facility?	Yes
41	Company Representatives	If the awarded bidder, our company agrees to provide an account representative and customer service coordinator as outline in the Scope of Work. This includes availability between the hours of 8am and 5pm on weekdays. If this differs in any way, please describe in the notes section provided for the line.	Yes
42	New Products	Please describe any new products you anticipate selling in the near future.	Not applicable
43	Nutritional Information & Ingredient Statements	Nutritional Information and Ingredient Statements are available for all products offered. By checking this box bidders acknowledge that this information is available, and will be provided to the University if requested.	Nutrition Info & Ingredient Statements
44	Online Product Information	Do you have a web site where the nutrition and product information is available?	Yes
45	Web Address	If your company has a website, please provide the address. If no address is available please enter "www.none.com"	www.hilanddairy.com
46	Catalog	Indicate which catalog options are available:	No Catalog Offered
47	Good, Fresh, Local Program (GFL)	The GFL program began in September 2005 and is a very popular local dining program with students and the UNL community. This program defines 'local' as food that comes from Nebraska farmers, producers, and manufacturers. Please explain if any of your products would qualify under this program? If none, please note this in your response.	83% of raw milk is purchased from NE Dairy Farmers 100% of all fresh fluid milk is manufactured in Omaha, Nebraska, as is the proposed soft serve mix, half and half, whipping cream, juices, and sour cream. The proposed ice cream is produced in Norfolk, Nebraska, from raw milk purchased predominately from Nebraska dairy farmers.

48	Contractor's Certificate of Insurance	I acknowledge and understand that prior to the commencement of any work, successful bidder is required to furnish a certificate of insurance with coverage's to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file in the Procurement Services office prior to any commencement of work. It is absolutely necessary that "The Board of Regents of the University of Nebraska as an additional insured" be added to the face of the certificate for all coverage except worker's compensation. The above statement must be worded in this manner. It is also absolutely necessary that a "Completed Operations Coverage" must be included as part of the vendor's General Liability. In addition to standard insurance coverage's the vendor will be required to carry minimum: \$1 million per claim & \$3 million per occurrence for liability and property damage.	Contractors Cert of Ins will be provided
49	Attachments	Any response attachments must be 25MB or smaller in size per file. Please indicate whether or not you will be supplying attachments with your bid response.	YES
50	Early Payment Terms	Please indicate early payment (discount) terms. If no early payment discounts are available please indicate so. An example of early payment terms is: 2% 15, Net 30. These payment terms would apply to all payments made to your company, whether part of this bid or any other purchases made by the University.	2/10 Net 11
51	Audits	Confirm your company's willingness to cooperate with UNL's right to conduct periodic audits regarding the prices charged, sales and quantities of products sold.	Yes
52	Reporting Capabilities	Describe the regular reports you propose to provide to UNL with respect to sales and quantities. Indicate the frequency with which you propose to provide the reports. Confirm whether you are able to provide reports weekly, month, quarterly and annually.	reports for time frames requested by UNL will be provided upon request
53	Leakers	Describe your process for handling leakers.	We issue credit for any leakers that may occur
54	Market Basket Requirements	The awarded bidder shall have the ability to provide all items listed in the market basket, unless otherwise noted in the "Item Notes" section.	Market Basket Requirements

Line Items

#	Qty	UOM	Description	Response
1	6,217	EA	2% Milk; 1/2 gallon	\$1.4178

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1267
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

2	1,509	EA	2% Chocolate ; 1/2 gallon	\$1.6218
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25145
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

3 24 EA Buttermilk ;1/2 gallon \$1.6218

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1462
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

4 6 EA Homogenized Milk ; 1/2 gallon \$1.6218

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1111
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

5 5,547 EA Mix 5% choc Ice milk mix ; 1/2 gallon

\$2.7689

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25150
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

6 11,122 EA Mix 5% Van ice milk mix ; 1/2 gallon

\$2.6489

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25149
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

7 3,967 EA Skim Milk ; 1/2 gallon \$1.3158

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1433
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

8 450 EA 1%Milk 50/CS ; 1/2 pt \$0.2193

Item Notes:

Supplier Notes: Paper carton.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9171
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	8
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

9 1,985 EA 2% Milk 50/CS ; 1/2 pt

\$0.2244

Item Notes:

Supplier Notes: Paper carton.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9168
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	8
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

10 580 EA Choc FF Milk 50/CS ; 1/2 pt

\$0.2244

Item Notes:

Supplier Notes: Paper carton. 14 grams of sugar per serving as opposed to industry average of 18 to 22 grams of sugar.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9178
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	8
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

11 250 EA Skim Milk 50/CS ; 1/2 pt

\$0.2142

Item Notes:

Supplier Notes: Paper carton.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9173
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	8
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

12 102 EA 1% Milk ; Dispenser 5 gal

\$13.1682

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1341
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

13 4,185 EA 2% Milk ; Dispenser 5 gal

\$13.821

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9036
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

14 112 EA 2 % Chocolate ; Dispenser 5 gal

\$16.065

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25205
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

15 1,917 EA Chocolate FF ; Dispenser 5 gal

\$13.9026

Item Notes:

Supplier Notes: 14 grams of sugar per serving as opposed to industry average of 18 to 22 grams of sugar.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9040
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

16 177 EA Homo ; Dispenser 5 gal

\$14.841

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9034
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

17 3,761 EA Skim ; Dispenser 5 gal \$12.444

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9037
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	GALLON(S) ---in dispenser
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

18 4 EA 1% Milk ; Gallon \$2.9682

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1346
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

19 68 EA 2% Milk ; Gallon

\$3.162

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		1201
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

20 4,217 EA 2% plastic ; PT

\$0.663

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		8071
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

21 6,984 EA Choc Prem Plst ; PT

\$0.663

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		8082
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

22 20,315 EA Chocolate FF ; PT

\$0.663

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9821
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

23 575 EA Straw 2% plst ; PT

\$0.663

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		8083
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

24 2,633 EA Skim Plastic ; PT

\$0.663

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25236
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

25 261 EA Buttermilk Plst ; PT

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		
2	Code #		
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

Alt 1 261 EA Alt Spec: Buttermilk is not available in pint containers.

1.0098

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		24487
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

26 64 EA Lactaid NF 100% ; PT

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		
2	Code #		
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

Alt 1 64 EA Alt Spec: Lactaid not available in pint packages.

2.3358

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		24963
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

27 66 EA Butter solid ; 36/1 LB \$1.8462

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Country Cream
2	Code #		11463
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	POUNDS(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

28 3,300 EA Cott Cheese 1% ; 5 LB \$7.6211

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25306
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	POUNDS(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

29 295 EA Cottage cheese-ricotta ; 15 oz \$2.0298

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25271
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	15
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

30 1,749 EA Sour Cream ; 5 LB \$6.5733

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9224
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	POUNDS(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

31 900 EA Sour Cream no fat ; 1 Lb

\$1.39

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		7081
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	POUNDS(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

32 800 EA Non Dairy Aerocol topping ; 15 oz

\$2.1624

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Classic Cream
2	Code #		4819
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	15
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	12

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

33 1,900 EA Whip Fresh plst ; QT

\$3.7332

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25147
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

34 353 EA Whipping Cream ; 1/2 gallon

\$7.1298

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9214
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

35 184 EA Whip CRM 40% Fresh ; QT

\$3.7332

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25147
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

36 9 EA Whip Cream 36%Dispenser ; 5 gal

\$76.25

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9520
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

37 2,259 EA Half & Half Fresh ; PT

\$0.8364

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25267
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

38 750 EA Half & Half Fresh ; QT

\$1.80

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		25148
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

39 1 EA Juice Apple ; 4 oz

\$0.1887

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9504
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	4
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	75
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

40 1 EA Juice Orange; 1/2 Gallon

\$3.009

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		2001
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	64
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

41 1 EA Juice Orange; 4 oz

\$0.1785

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		9508
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	4
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	75
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

42 1 EA Ice Cream Chocolate ; 3 Gallon

\$15.55

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		8496
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	3
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	1

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

43 1 EA Ice Cream Chocolate Chip ; 3 Gallon \$15.55

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		4915
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	3
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	1

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

44 1 EA Ice Cream Cook n' Cream ; 3 Gallon \$15.55

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		4916
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	3
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	1

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

45 1 EA Ice Cream Strawberry ; 3 Gallon \$15.55

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		8497
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	3
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	1
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

46 1 EA Ice Cream Vanilla ; 3 Gallon \$15.55

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		8495
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	3
4	Unit of Measure	Please enter the unit of measure for your package weight above. ie: ounces/pounds/gallons	GALLON(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	1

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

47 1 EA Ice Cream Vanilla ; 4 QT

\$5.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland
2	Code #		4935
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	4
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	2

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

48 1 EA Ice Cream Chocolate Chip ; 5 Qt

\$6.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Hiland-Roberts
2	Code #		9411
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	5
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	QUART(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	2

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

51 1 CASE Big One \$19.50

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 12 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Snickers
2	Code #		11610
3	How many units are in a case?	Only number values are allowed	12
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

52 1 CASE Choco taco \$26.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Klondike
2	Code #		3648
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

53 1 CASE Giant Van Sandwich

\$15.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Good Humor
2	Code #		6910
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

54 1 CASE Ice Cream Bar

\$19.35

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3621
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

55 1 CASE M&M Ice Cream Sand

\$27.75

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Dove
2	Code #		6249
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

56 1 CASE Nutty royale Cone

\$9.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3620
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

57 1 CASE Old recope Ice Cream bar

\$7.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3621
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

58 1 CASE Oreo Sandwich

\$29.50

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Klondike
2	Code #		9026
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

59 1 CASE Pops Asst O/C/B \$4.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3623
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

60 1 CASE Rudge Bar \$5.95

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3616
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

61 1 CASE Sandwich Ice Cream Van

\$7.75

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3630
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

62 1 CASE Snicker Bar 3.13 oz

\$25.25

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Snickers
2	Code #		23512
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

63 1 CASE Strwbrry Shortcake \$7.75

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		7108
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

64 1 CASE Toffee Ice CR Bar \$7.75

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Northstar
2	Code #		3633
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

65 1 CASE Twix Bar 3 oz

\$25.25

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: Pricing is for bulk package of 24 individual servings.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Dove
2	Code #		23513
3	How many units are in a case?	Only number values are allowed	24
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	OUNCES(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	0
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

66 1 CASE Twix Big One

No Bid

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes: This item is no longer available

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		
2	Code #		
3	How many units are in a case?	Only number values are allowed	
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

67 1 EA Ben & Jerry's Everything But ; PT

\$4.22

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Ben & Jerry's
2	Code #		6745
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	8
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

68 1 EA Ben & Jerry's CC Cookie Dough ; PT

\$4.22

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Ben & Jerry's
2	Code #		3128
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. Ie: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	8

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

69 1 EA Ben & Jerry's Choc Fudge Brownie ; PT

\$4.22

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Ben & Jerry's
2	Code #		3135
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. I.e: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	8
6	Longer Lead Time	If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.	

70 1 EA Ben & Jerry's Half Baked ; PT

\$4.22

Item Notes: This item is included to obtain pricing and is NOT required to submit a proposal.

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Brand Name		Ben & Jerry's
2	Code #		6743
3	WHAT SIZE IS ONE UNIT/PACKAGE?	Only number values are allowed	1
4	Unit of Measure	Please enter the unit of measure for your package weight above. I.e: ounces/pounds/gallons	PINT(S)
5	What is the minimum order quantity for this item?	If no minimum, enter 0. Only number values are allowed.	8

6 Longer Lead Time

If a longer lead time is required for this item, please provide lead time info below (Reference attribute #27. If no response is provided, we will assume the standard lead time listed in Attribute #27 applies.

Response Total: \$277,327.1478

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

CITY OF LINCOLN BREACHES AND DISPUTE RESOLUTION

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

CITY OF LINCOLN CLEAN WATER ACT

Clean Air

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

Clean Water

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPYRIGHTS AND RIGHTS IN DATA

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) When Federal assistance is awarded for experimental, developmental, or research work, the general intention is to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the Federal agency involved to make available to the public, either the Federal agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

CITY OF LINCOLN

Debarment and Suspension

Awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), are considered covered transactions for purposes of 45 CFR. As such, no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order No. 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.

Contractors with awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), must provide the required certification regarding its exclusion status and that of its principal employees.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The signed and submitted bid or proposal contains material representations of fact relied upon by **City of Lincoln**. If it is later determined that the bidder or proposer knowingly rendered an erroneous representation of its debarment or suspension status, in addition to remedies available to **City of Lincoln**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 45 CFR. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CITY OF LINCOLN
ENERGY POLICY AND CONSERVATION ACT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

EQUAL EMPLOYMENT OPPORTUNITY

Civil Rights, Equal Employment Opportunity The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

PATENT RIGHTS

Patent Rights - These following requirements apply to each contract involving experimental, developmental, or research work:

- (1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

REPORTING REQUIREMENT AND REGULATIONS

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.

RETENTION OF RECORDS

Contractor agrees to retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

TERMINATION PROVISIONS

Termination. This Contract may be terminated by the following:

Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.

Termination for Cause. The City may terminate the Contractor for cause if the Contractor:

- 1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide the services outlined in the Contract
- 2) Disregards Federal, State or local laws, ordinances, regulations, resolution or orders
- 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.



CERTIFICATE OF LIABILITY INSURANCE

PRAIFAR-01

KGEEGAN

DATE (MM/DD/YYYY)

3/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Meter Insurance Group PO Box 1779 Bowling Green, KY 42102-1779	CONTACT NAME: Katie Geegan		
	PHONE (A/C, No, Ext): 1 (270) 781-2020 4214	FAX (A/C, No): 1 (270) 843-8808	
INSURED Prairie Farms Dairy, Inc 1100 Broadway Carlinville, IL 62626-0560	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Company of Connecticut		25682
	INSURER B: Farmington Casualty Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		HC2E-GLSA-474M6298-TCT-13	4/1/2013	4/1/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		HC2E-CAP-474M6077-TCT-13	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		HC2F-UB-474M5486-13	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Commercial Workers C		HC2F-UB-474M6286-13	4/1/2013	4/1/2014	see above limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as an Additional Insured on the General Liability but only in respect to their interest in the operations of the Named Insured and only for such terms and limits which are the lesser of the policies hereon or the written requirements between the Named Insured and Certificate Holder. and is included as an Additional Insured on the Automobile Liability but only in respect to their interest in use of owned, leased, rented or supplied as temporary substitute vehicles by the Named Insured and only for such terms and limits which are the lesser of the Policies hereon or the written requirements between the Named Insured and Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Lancaster County and The City of Lincoln
440 South 8th Street, ste 200
Southwest Wing
Lincoln, NE 68505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PRAIFAR-01

KGEEGAN

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Van Meter Insurance Group		NAMED INSURED Prairie Farms Dairy, Inc 1100 Broadway Carlinville, IL 62626-0560	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Remarks:****Named Insureds & Additional Coverage**

Prairie Farms Dairy, Inc.
Belfonte Ice Cream Company, Inc.
East Side Jersey Dairy, Inc.
GMS Transportation Company
Hiland Dairy Foods Co., LLC
Hiland/Roberts Ice Cream Co., LLC
Ice Cream Specialties, Inc.*
Madison Farms Butter Co., LLC
Muller Pinehurst Dairy, Inc.
PFD Supply Corporation
Roberts Dairy Co., LLC
Southern Belle
Turner Holdings LLC

Allen Dairy is a division of Prairie Farms Dairy, Inc.

*North Star is a division of Ice Cream Specialties, Inc.

And all subsidiaries, affiliated, associated, controlled or allied companies, corporations or firms as now or hereafter constituted for which the Named Insured has responsibility for insuring and for which similar coverage is not otherwise more specifically provided.

Other Worker's Compensation Policies:

Carrier: #:	Policy number:	Effective dates:	Limits:	NAIC
Travelers Casualty Insurance Co of America	HC2SUB-474M626-2-13(Madison)	4/01/2013 - 4/01/2014	See Page 1	19046
Travelers Property Casualty Co of America	HRJUB-474M6561-0-13(WI)	4/01/2013 - 4/01/2014	See Page 1	25674
Farmington Casualty Co	HC2FUB-474M627-4-13 (Muller)	4/01/2013 - 4/01/2014	See Page 1	41483